## **EXHIBIT D**



troutman.com

Virginia B. Flynn D 704.916.1509 F 704.998.4051 virginia.flynn@troutman.com

January 10, 2025

## **VIA FEDERAL EXPRESS DELIVERY**

Blazen Media LLC Attn: Brent N. Cushman 1804 Garnet Ave., Suite 727 San Diego, CA 92109

Blazen Media LLC c/o Registered Agent LegalZoom, Inc. Attn: Joyce Yi

Sandra Menjivar Jesse Camarena Arielle Devay 500 N Brand Blvd. Glendale, CA 91203

Blazen Media LLC Attn: Brent N. Cushman 4352 Pine Ridge Parkway NE Apt. 202 Grand Rapids, MI 49525-1959

Re: Cunningham v. Sokolove Law, et al. (M.D.N.C.)

**Second Demand for Indemnification** 

Dear Mr. Cushman:

This letter serves as a follow up to our correspondence of November 22, 2024 notifying you of Sokolove Law, LLC's ("Sokolove Law") formal demand for indemnification in the above-referenced matter. The Sokolove Law, LLC PI Standard Terms and Conditions ("Terms and Conditions") unequivocally require that you fully indemnify and hold harmless Sokolove in the above matter.

If we do not receive confirmation that you will defend and indemnify Sokolove in this matter by January 17, 2025, Sokolove will file a cross-claim or initiate other legal action to enforce its rights under the Terms and Conditions, including recovery of all fees and costs that have accrued and continue to accrue.



As I am sure you understand, additional correspondence or refusals to honor your obligations under the Terms and Conditions will only serve to increase the costs and expenses already incurred by Sokolove in this matter, for which you are responsible.

We look forward to hearing from you.

Sincerely,

Virginia Bell Flynn

in Ber From

cc: Chad R. Fuller, Esquire Brooke K. Conkle, Esquire